

The City Council of the City of Mattoon held a regular meeting in the City Hall Council Chambers on September 6, 2011.

Mayor Gover presided and called the meeting to order at 6:30 p.m.

Mayor Gover led the Pledge of Allegiance.

Mayor Gover mentioned the upcoming tenth year anniversary of 9/11 and urged citizens to fly their flags.

The following members of the Council answered roll call physically present: YEA Commissioner Bob Becker, YEA Commissioner Randy Ervin, YEA Commissioner Rick Hall, YEA Commissioner Chris Rankin, YEA Mayor Tim Gover.

Also physically present were City personnel: Attorney & Treasurer J. Preston Owen, Community Development Coordinator Kyle Gill, Public Works Director Dean Barber, Police Chief Jeff Branson, and City Clerk Susan O'Brien.

Mayor Gover seconded by Commissioner Hall moved to approve the consent agenda consisting of minutes of the regular meeting August 16, 2011; Planning Commission minutes from August 23, 2011; Fire and Police Pension and Fire Department Reports for August; bills and payroll for the last half of August, 2011 and HOME Rehab Expenditures.

Bills and Payroll for the last half of August, 2011

General Fund

Payroll		\$ 488,845.71
Bills		<u>\$ 907,722.21</u>
	Total	\$ 1,396,567.92

Hotel Tax Fund

Payroll		\$ 3,333.30
Bills		<u>\$ 7,676.86</u>
	Total	\$ 11,010.16

Festival Management Fund

Bills		<u>\$ 1,556.03</u>
	Total	\$ 1,556.03

Mobile Equipment Fund

Bills		<u>\$ 64,452.33</u>
	Total	\$ 64,452.33

Insurance & Tort Judgment

Bills		<u>\$ 2,145.70</u>
	Total	\$ 2,145.70

Capital Project Fund

Bills		<u>\$ 36,802.65</u>
	Total	\$ 36,802.65

Water Fund

Payroll		\$ 56,240.08
Bills		<u>\$ 62,432.24</u>
	Total	\$ 118,672.32

Sewer Fund

Payroll		\$ 62,723.37
Bills		<u>\$ 53,210.43</u>

	Total	\$ 115,933.80
	<u>Revolving Loan Fund</u>	
Bills		\$ 90.00
	Total	\$ 90.00
	<u>Health Insurance Fund</u>	
Bills		\$ 196,291.62
	Total	\$ 196,291.62

Mayor Gover opened the floor for discussion with no responders.

Mayor Gover declared the motion to approve the consent agenda carried by the following vote: YEA Commissioner Becker, YEA Commissioner Ervin, YEA Commissioner Hall, YEA Commissioner Rankin, YEA Mayor Gover.

PRESENTATIONS, PETITIONS & COMMUNICATIONS

- Public comments/presentations and non-agenda items

Mayor Gover opened the floor for public comments or questions with no responders.

PUBLIC HEARING – LEASE FOR DEPOT

Mayor Gover opened a public hearing on the Coles County Historical Society's 26 year lease for a portion of the Depot at 6:32 p.m. in the City Hall Council Chambers with all Council physically present. Mayor Gover turned the floor to Attorney & Treasurer Owen to conduct the hearing. Attorney & Treasurer Owen described the new Depot lease, offered background information, noted the changes in the leased occupied areas, and stated the reason for the public hearing due to regulations of agreements over 19 years. Attorney & Treasurer Owen opened the floor for questions of the Council. Commissioner Hall inquired about the gift shop area and sub-leasing with Attorney & Treasurer Owen, Janett Winter-Black, Historical Society President, and Jackie Record responding. Director Barber inquired as to the area to be occupied. Ms. Winter-Black and Attorney & Treasurer Owen responded as to the southwest floor. Attorney & Treasurer Owen opened the floor for further Council inquiries with no responders. Attorney & Treasurer Owen opened the floor for public questions with no responders. With no additional comments, Mayor Gover closed the public hearing at 6:37 p.m.

NEW BUSINESS:

Commissioner Rankin seconded by Commissioner Ervin moved to adopt Ordinance 2011-5324, authorizing the Mayor to sign a lease agreement with the Coles County Historical Society for use of the Illinois Central Depot.

CITY OF MATTOON, ILLINOIS

ORDINANCE NO. 2011-5324

AN ORDINANCE AUTHORIZING A LEASE AGREEMENT WITH THE COLES COUNTY HISTORICAL SOCIETY FOR USE OF A PORTION OF THE ILLINOIS CENTRAL DEPOT

WHEREAS, the City of Mattoon owns certain real property, formerly known as the Illinois Central Railroad Depot (Depot), which has been listed on the National Register of Historic Places; and

WHEREAS, on August 1, 2002 the City of Mattoon and the Coles County Historical Society entered into a Lease Agreement for a substantial portion of the Depot; and

WHEREAS, the Coles County Historical Society now desires to lease a smaller portion of the Depot and return the portions it no longer desires to use back to the City of Mattoon; and

WHEREAS, on September 6, 2011 the Mattoon City Council did hold a public hearing on the attached Lease Agreement.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF MATTOON, COLES COUNTY, ILLINOIS, as follows:

Section 1. The lease entered into on August 1, 2002 is hereby terminated by agreement between the City of Mattoon and the Coles County Historical Society.

Section 2. The Mayor and City Clerk are authorized to sign a "Railroad Depot Lease Agreement" with the Coles County Historical Society, a copy of which is attached and incorporated by reference.

Section 3. This ordinance shall be effective upon its passage and approval as provided by law. The Clerk is hereby directed to publish this Ordinance in pamphlet form.

Upon motion by Commissioner Rankin, seconded by Commissioner Ervin, adopted this 6th day of September, 2011, by a roll call vote, as follows:

AYES (Names):	<u>Commissioner Becker, Commissioner Ervin,</u> <u>Commissioner Hall, Commissioner Rankin,</u> <u>Mayor Gover</u>
NAYS (Names):	<u>None</u>
ABSENT (Names):	<u>None</u>

Approved this 6th day of September, 2011.

/s/ Timothy D. Gover
Timothy D. Gover, Mayor
City of Mattoon, Coles County, Illinois

ATTEST:

APPROVED AS TO FORM:

/s/ Susan J. O'Brien
Susan J. O'Brien, City Clerk

/s/ J. Preston Owen
J. Preston Owen, City Attorney

Recorded in the Municipality's Records on September 6, 2011

RAILROAD DEPOT LEASE AGREEMENT

This Lease Agreement (the "Lease"), is made and entered into as of September 6, 2011, by and between The City of Mattoon, Coles County, Illinois, an Illinois municipal corporation ("Landlord") and the Coles County Historical Society ("Tenant"), an Illinois not for profit corporation.

WHEREAS, Landlord owns certain real property in the City of Mattoon, formerly known as the Illinois Central Railroad Depot; and

WHEREAS, the Depot has been listed on the National Register of Historic Places; and

WHEREAS, Tenant desires to lease a portion of the Depot for its' county history museum and various workrooms; and

WHEREAS, Tenant also desires to provide an improved entrance to the City for rail passengers and to encourage the revitalization of Midtown Mattoon by providing services and celebrations that will bring people to the area.

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, Landlord and Tenant do hereby agree as follows:

1. PREVIOUS LEASE AGREEMENT

Both Landlord and Tenant hereby agree and stipulate that, with exception of the sections regarding the renovations of Illinois Central Railroad Depot, the Lease Agreement entered into between the parties on August 1, 2002 and subsequently amended on February 18, 2003 is hereby terminated. The parties shall continue to honor the Lease Agreement with regard to the renovations of Illinois Central Railroad Depot until the project is finished and in full compliance with all the requirements of the Federal and State grants received to complete the project.

2. PREMISES

Landlord is the owner of a building located at 1718 Broadway Avenue, Mattoon, Illinois 61938 (the "Building") formerly known as the Illinois Central Railroad Depot and situated upon the real property legally described in Exhibit A attached hereto and by this reference incorporated herein (the "Property"). In consideration of the mutual promises, covenants and conditions herein set forth, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the North Portion of the Track Level, the North Mezzanine Level and the South Portion of the Track Level referred to as the "Gift Shop", (hereinafter referred to as "Premises") all areas are more particularly described in Exhibit B attached hereto and by this reference incorporated herein. This lease is expressly subject to a certain lease between Landlord and Amtrak and Tenant shall not interfere with the operation of Amtrak and its' rights under said lease.

3. TERM

The term of this Lease shall commence upon the signing of this Lease and shall end on July 31, 2037 at 12:00 midnight.

4. RENT

Tenant shall pay to Landlord at the address stated herein, or to such other person or at such other place as Landlord may designate in writing, rent in the amount of \$1 per year.

5. UTILITIES

Landlord shall make all arrangements for the provision of and will pay for all utilities necessary for the Premises.

6. POSSESSION

Tenant shall be entitled to possession of the Premises upon Tenant's execution and delivery of this Lease to Landlord.

7. COMPLIANCE WITH LAW

During the Term, Tenant, at its expense, shall comply promptly with all laws, rules, and regulations made by any governmental authority having jurisdiction over Tenant's use of the Premises pertaining to (a) the physical condition of any improvements constructed by Tenant in the Premises; and (b) Tenant's specific business operations in the Premises.

8. REMODELING

It is the understanding of the parties that the Tenant has obtained grants and donations for making major alterations and improvements to the Building. Tenant shall continue to be solely responsible for the financing of those renovations. Except that, after the date of the signing of this lease, the maximum amount Tenant shall be required to pay to Landlord for the financing of the remaining remodeling shall be \$113,803.55. Landlord shall cooperate with Tenant in obtaining grants and/or donations for the financing of those alterations and improvements.

9. INSURANCE

- a. At all times subsequent to the possession of the Premises, Tenant shall, at its sole cost and expense, maintain:

- (i) Fire and extended coverage insurance (contents broad form) on Tenant's personal property, furniture, fixtures, equipment, improvements located in the Premises in amounts reasonably deemed adequate by Tenant to fully insure such personal property, but not less than the full replacements value; and
- (ii) Comprehensive general public liability insurance against claims for personal injury, property damage or death occurring in connection with the Premises or use and occupancy of the Premises, with limits of liability not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) per occurrence and THREE MILLION AND NO/100 DOLLARS (\$3,000,000.00) in the aggregate for all occurrences within each policy year.

Landlord shall be named as an additional insured on all such liability insurance policies.

- b. With respect to policies which Tenant is required to procure and maintain hereunder, each such policy shall contain an agreement or endorsement that it will not be canceled by the insurer without at least thirty (30) days prior written notice to Landlord; and not less than ten (10) days prior to the expiration date of an such policy, Tenant will furnish Landlord with a new policy or certificate thereof or a renewal thereof, in substitution of the expiring policy. Further, Tenant will not do any action or make an omission, whether upon the Premises or otherwise, which would result in voiding the obligation of the insurer under such policy of insurance.
- c. Lessor shall maintain in effect throughout the lease policies of insurance covering the Premises and the improvements on the Premises owned by Landlord, in an amount equal to their full replacement value, providing protection against any peril included under a standard form of insurance policy used in Illinois for Fire and extended coverage, together with insurance against vandalism and malicious mischief. Said policy shall contain an agreement or endorsement requiring the insurer to give Tenant at least thirty (30) days' prior written notice before changing or canceling the policy. Landlord shall deliver to Tenant not less than thirty (30) days prior to the expiration of the date of the then current certificate a new policy or replacement certificate.
- d. All insurance required under this Lease shall be placed with reputable and solvent insurance companies authorized to do business in Illinois and shall be furnished through policies of insurance of the type that are usual and customary for lessor of similar premises and owners of buildings similar to the Premises.
- e. Landlord and Tenant each hereby waive any and every claim for recovery from the other for all loss or damage of the Premises or to the contents thereof, which loss or damage is covered by valid and collectible insurance policies, to the extent that such loss or damage is recoverable under said policies. Inasmuch as this mutual waiver will preclude the assignment of any such claim by subrogation (or otherwise) to an insurance company or any other person, Landlord and Tenant each agree to give to the insurance company which has issued, or in the future may issue to it, policies of insurance, written notice of this mutual waiver, and to have said insurance policies properly endorsed, if necessary to prevent the invalidation of said insurance coverage by reason of said waiver.

10. INDEMNIFICATION FOR ACCIDENTS

- a. Tenant covenants and agrees that it will protect, indemnify, defend and save and keep Landlord and Landlord's agents, employees, affiliates, licensees, invitees and servants (hereinafter collectively referred to as the "Indemnitees") forever harmless and indemnified against and from any penalty, damages (including consequential and punitive damages), charges or expense, including attorneys' fees, imposed for any violation of any laws or ordinances violated by Tenant, or any officer, agent, employee, independent contractor, guest or invitee thereof whether occasioned by the neglect or acts of Tenant, or any officer, agent, employee, independent contractor, guest or invitee thereof, and that Tenant will at all times protect, indemnify, defend, and save and keep harmless the Indemnitees against and from any and all loss, cost or damage or expense, including attorneys' fees arising out of or from any accident or other occurrence on or about the Premises, except to the extent caused by the Indemnitees or another tenant of the Building, if any, or one claiming through or under them, causing injury to any person or property whomsoever or whatsoever and will protect, indemnify, defend and save and keep harmless the Indemnitees against and from any and all claims and against and from any and all loss, cost, damage or expense, including attorneys' fees, arising out of any failure of Tenant or any officer, agent, employee, volunteer, independent contractor, guest or invitee thereof in any respect to comply with and perform all the requirements and provisions hereof.
- b. Landlord covenants and agrees that it will protect, indemnify, defend and save and keep Tenant and Tenant's agents, employees, affiliates, licensees, invitees and servants (hereinafter collectively referred to as the "Tenant Indemnitees") forever harmless and indemnified against and from any penalty, damages (including consequential and punitive damages), charges or expense, including attorneys' fees, imposed for any violation of any laws or ordinances violated

by Landlord, or any officer, agent, employee, independent contractor, guest or invitee thereof whether occasioned by the neglect or acts of Landlord, or any officer, agent, employee, independent contractor, guest or invitee thereof, and that Landlord will at all times protect, indemnify, defend, and save and keep harmless the Tenant Indemnitees against and from any and all loss, cost or damage or expense, including attorneys' fees arising out of or from any accident or other occurrence on or about the Premises, except to the extent caused by the Tenant Indemnitees or one claiming through or under them, causing injury to any person or property whomsoever or whatsoever and will protect, indemnify, defend and save and keep harmless the Tenant Indemnitees against and from any and all claims and against and from any and all loss, cost, damage or expense, including attorneys' fees, arising out of any failure of Landlord or any officer, agent, employee, volunteer, independent contractor, guest or invitee thereof in any respect to comply with and perform all the requirements and provisions hereof.

11. DAMAGE OR DESTRUCTION

- a. In the event of fire or other casualty in the Premises Tenant shall immediately give notice thereof to Landlord. In the event the Premises are rendered wholly untenable by fire or other casualty in Landlord's judgment, Landlord may terminate the Lease by written notice to the Tenant within sixty (60) days after the date of such fire or other casualty.
- b. In the event the Premises are rendered wholly untenable by fire or other casualty and Landlord decides to rebuild and restore the same, and Landlord does not elect to terminate this Lease as provided herein, this lease shall not terminate and Landlord shall repair and restore the Premises at Landlord's expense and with due diligence.
- c. In the event the Premises are partially damaged by fire or other casualty, but are not rendered wholly untenable in Landlord's judgment, and such damage can be repaired within six (6) months of the date of damage or destruction, Landlord shall proceed with all due diligence to repair and restore the premises.

12. REPAIRS

Tenant shall keep its portion of the Premises in good order and repair. Landlord has responsibility for keeping all structural components, HVAC systems, plumbing systems, electrical systems and windows in good repair and working order.

13. ACCEPTANCE

Tenant accepts the Premises "as is and "with all faults". Landlord has no obligations to improve the Premises.

14. SUBLEASE AND ASSIGNMENT

Tenant shall not assign or sublet the whole or any part of the Premises without Landlord's prior written consent, which consent shall not be unreasonably withheld, delayed or conditioned. This provision requiring Landlord's consent shall not apply to any entity whose management and operation is indirectly or directly controlled by or under common control with Tenant and any transfer to such an entity shall not be deemed an assignment or subletting. Landlord shall have the right to approve the ultimate use of said premises, which approval shall not be unreasonably withheld, delayed or conditioned. Any income received from an assignment or sublet shall belong to Tenant.

15. CONDITION OF PREMISES UPON SURRENDER

When Tenant vacates the Premises at the expiration of the Term or earlier termination of this Lease, whichever occurs first, Tenant shall leave the Premises in the same condition as when Tenant received possession, ordinary wear and tear, damage by fire or other casualty, or condemnation excepted.

16. NON-WAIVER

Any waiver of any breach of covenants or conditions herein contained to be kept and performed by either party shall be effective only if in writing and shall not be deemed or considered as a continuing waiver. Any waiver shall not operate to bar or prevent the waiving party from declaring forfeiture or exercising its rights for any succeeding breach of either the same or other condition or covenant.

17. SPECIAL USE PROVISION AND FIRST RIGHT OF REFUSAL

- a. In the event that Landlord elects to sell the leased property during the term of this lease, Landlord shall comply with all statutes governing such sale, but shall give preference to Tenant to the extent permitted by statutes controlling the

sale of municipal real estate. Tenant shall be entitled to a right of first refusal to purchase said property by paying to Landlord an amount equivalent to the highest responsible bid less any amounts the Tenant may have expended or is required to reimburse to grantor agencies for renovation of the property. This first right of refusal must be exercised within sixty (60) days of the opening of bids for the property.

- b. Should Tenant not exercise its right of first refusal to purchase said property, and said property shall be sold, the net proceeds, after the deduction of all ordinary and customary expenses of sale and amounts Landlord or Tenant are required to reimburse to grantor agencies, shall be divided between Landlord and Tenant in proportion to amounts each party has expended for renovation and improvements to the property to the extent permitted by statutes controlling the sale of municipal real estate. Any sums received by Tenant under this provision shall be earmarked for Tenant's operations and projects within the City of Mattoon, Illinois.
- c. Notwithstanding the above paragraphs, this lease shall survive any sale of the property and all of Landlord's rights and responsibilities shall transfer to the new owner.

18. PARTIES BOUND

Except as otherwise specifically provided in this Lease, this Lease shall bind and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns.

19. NOTICES

Notices given under the terms of this Lease must be in writing and shall be deemed properly served if such notice is hand delivered or mailed by certified mail, return receipt requested, addressed to the other party at the following address, or such other address as either party may, from time to time, designate in writing:

LANDLORD
Office of the Mayor
City of Mattoon
208 N. 19th Street
Mattoon, IL 61938

TENANT
President
Coles County Historical Society
1320 Lafayette Avenue
Mattoon, IL 61938

Notice mailed in accordance with the provisions hereof shall be deemed to have been given as to the date of hand delivery or the third business day following the date of such mailing, whichever is earlier.

20. LEGAL CONSTRUCTION

In the event any one or more of the provisions contained in this Lease Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Lease Agreement shall be construed as if such invalid, illegal or unenforceable provision has never been contained herein.

21. NONDISCRIMINATION

- a. Tenant for itself, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person on the grounds of race, color, disability, or national origin shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; (2) that in the construction by Tenant of any improvements on, over or under the land upon which the Premises is located and the furnishing services thereon, no person on the grounds of race, color, handicap, or national origin shall be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination; and (3) that Tenant shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.
- b. That in the event of breach of any of the above nondiscrimination covenants, Landlord shall have the right to terminate the lease and to re-enter and repossess the Premises and the facilities thereon, and hold the same as if said Lease had never been made or issued.

22. TIME OF ESSENCE, BINDING UPON HEIRS, ETC.

Time is of the essence of each and all the terms and provisions of this Lease Agreement and the terms and provisions of this Lease Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the respective parties hereto.

23. NUMBER AND GENDER

All words used herein in the singular number shall include plural and the present tense shall include the future, and the masculine gender shall include the feminine and neuter.

24. ENTIRE AGREEMENT

This Agreement contains the sole and only agreement of the parties. Any prior agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force or effect.

25. LANGUAGE CONSTRUCTION

The language of each and all paragraphs, terms, and/or provisions of this Agreement shall, in all cases and for any and all purposes, and any and all circumstances whatsoever, be construed as a whole, according to its fair meaning, and not for or against any party hereto and with no regard whatsoever to the identity or status of any person or persons who drafted all or any portion of this Agreement.

26. HOLDING OVER

If Tenant shall hold over the Premises, after expiration of the Term or any extension thereof, such holding over shall be construed to be only a tenancy from month to month subject to all of the covenants, conditions and obligations contained in this Lease provided, however, that nothing in this paragraph shall be construed to give Tenant any rights to so hold over and to continue in possession of the Premises without the consent of Landlord.

27. AMENDMENT

This Agreement, including any exhibits hereto, shall not be amended, except in writing signed by the parties. Any amendment or addendum to this Agreement shall expressly refer to this Agreement.

IN WITNESS WHEREOF, the parties hereto have affixed their signature the day and year first above written.

City of Mattoon, Illinois
A municipal corporation

Coles County Historical Society
an Illinois not for profit corporation

By /s/ Timothy D. Gover
Timothy D. Gover, Mayor

By /s/ Janett Winter-Black
Janett Winter-Black, President

ATTEST:

APPROVED AS TO FORM

/s/ Susan J. O'Brien
Susan J. O'Brien, City Clerk

/s/ J. Preston Owen
J. Preston Owen, City Attorney

Mayor Gover opened the floor for discussion with no responders.

Mayor Gover declared the motion carried by the following vote: YEA Commissioner Becker, YEA Commissioner Ervin, YEA Commissioner Hall, YEA Commissioner Rankin, YEA Mayor Gover.

Mayor Gover seconded by Commissioner Becker moved to approve Council Decision Request 2011-1243, approving the solicitation of competitive bids for Police Department replacement bullet proof vests.

Mayor Gover opened the floor for discussion. Council with input from Chief Branson discussed the need for replacement vests, grants acquired, amended due date of September 19th, seizure money, and a replacement rotation. Mayor Gover opened the floor for additional comments or questions with no responders.

Mayor Gover declared the motion carried by the following vote: YEA Commissioner Becker, YEA Commissioner Ervin, YEA Commissioner Hall, YEA Commissioner Rankin, YEA Mayor Gover.

Mayor Gover seconded by Commissioner Ervin moved to approve Council Decision Request 2011-1244, authorizing the solicitation of bids for construction of a Police Department evidence storage building.

Mayor Gover opened the floor for discussion with no responders.

Mayor Gover declared the motion carried by the following vote: YEA Commissioner Becker, YEA Commissioner Ervin, YEA Commissioner Hall, YEA Commissioner Rankin, YEA Mayor Gover.

Commissioner Hall seconded by Commissioner Rankin moved to approve Council Decision Request 2011-1245, approving the re-appointment of Scott Claypool, Beth Heldebrandt, Robert McClean and Julie Wilkerson and appointment of Jenny Osborn to the Mattoon Arts Council for a two-year term, expiring September 30, 2013; and appoint Clay Dean to the Mattoon Arts Council for a term expiring September 30, 2012. The appointments fill the two vacancies on the Arts Council.

Mayor Gover opened the floor for discussion with no responders.

Mayor Gover declared the motion carried by the following vote: YEA Commissioner Becker, YEA Commissioner Ervin, YEA Commissioner Hall, YEA Commissioner Rankin, YEA Mayor Gover.

Mayor Gover seconded by Commissioner Hall moved to approve Council Decision Request 2011-1246, allowing Brian's Place to open its facilities to the public at 10 a.m. on October 2, 2011 for the purpose of hosting the APA 2011 Fall 9-ball and 8-ball shootout. Liquor shall not be sold until 12:00 noon and all other liquor ordinances of the City shall remain in full force and effect.

Mayor Gover opened the floor for discussion with no responders.

Mayor Gover declared the motion carried by the following vote: YEA Commissioner Becker, YEA Commissioner Ervin, YEA Commissioner Hall, YEA Commissioner Rankin, YEA Mayor Gover.

Commissioner Hall seconded by Commissioner Becker moved to approve Council Decision Request 2011-1247, ratifying the re-appointments of Don Freesmeier and Keith Summers to the Tourism Advisory Committee with terms expiring 09/01/2014.

Mayor Gover opened the floor for discussion with no responders.

Mayor Gover declared the motion carried by the following vote: YEA Commissioner Becker, YEA Commissioner Ervin, YEA Commissioner Hall, YEA Commissioner Rankin, YEA Mayor Gover.

Commissioner Ervin seconded by Commissioner Hall moved to adopt Special Ordinance 2011-1453, authorizing the Mayor to sign an outright grant agreement by and between the City of Mattoon and Mae Chen reimbursing up to \$6,885 annually from Mid-town TIF Revenues over a ten-year period for infrastructure improvements including exterior structure improvements for property located at 116 South 17th Street. (Hunan Restaurant)

CITY OF MATTOON, ILLINOIS

SPECIAL ORDINANCE NO. 2011-1453

AN ORDINANCE APPROVING A GRANT AGREEMENT BY AND BETWEEN THE CITY OF MATTOON, ILLINOIS AND MAE CHEN IN CONNECTION WITH THE MATTOON MIDTOWN TIF REDEVELOPMENT PROJECT AREA

WHEREAS, Mae Chen (the “**Grantee**”), has submitted a proposal to the City of Mattoon, Illinois (the “**Municipality**”) for redevelopment of a part of the Municipality’s Mattoon Midtown Redevelopment Project Area (the “**Redevelopment Project Area**”); and, thereafter, the Municipality and the Grantee have engaged in negotiations related to a Grant Agreement (including all exhibits and attachments in connection therewith, the “**Grant Agreement**”) concerning redevelopment incentives and assistance related to the preservation, development and redevelopment of a part of the Redevelopment Project Area.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MATTOON, COLES COUNTY, ILLINOIS, as follows:

Section 1. The Grant Agreement, in substantially the form thereof presented before the meeting of the City Council at which this ordinance is adopted, shall be and is hereby ratified, confirmed and approved, and the Mayor and City Clerk are authorized to execute and deliver the Grant Agreement for and on behalf of the Municipality; and upon the execution thereof by the Municipality and the Grantee, the appropriate officers, agents, attorneys and employees of the Municipality are authorized to take all supplemental actions, including the execution and delivery of related supplemental opinions, certificates, agreements and instruments not inconsistent with the Grant Agreement, desirable or necessary to implement and otherwise give full effect to the Grant Agreement. Upon full execution thereof, the Grant Agreement shall be attached to this ordinance as EXHIBIT "A".

Section 2. This ordinance shall be deemed published as of the day of its adoption and approval by the City Council.

Section 3. This ordinance shall be effective upon its approval as provided by law.

Upon motion by Commissioner Ervin, seconded by Commissioner Hall, adopted this 6th day of September, 2011, by a roll call vote, as follows:

AYES (Names): Commissioner Becker, Commissioner Ervin,
Commissioner Hall, Commissioner Rankin,
Mayor Gover

NAYS (Names): None

ABSENT (Names): None

Approved this 6th day of September, 2011.

/s/ Tim Gover
Mayor Tim Gover
City of Mattoon, Coles County, Illinois

ATTEST:

APPROVED AS TO FORM:

/s/ Susan J. O'Brien
Susan J. O'Brien, City Clerk

/s/ J. Preston Owen
J. Preston Owen, City Attorney

Recorded in the Municipality's Records on September 6, 2011.

Mayor Gover opened the floor for discussion with no responders.

Mayor Gover declared the motion carried by the following vote: YEA Commissioner Becker, YEA Commissioner Ervin, YEA Commissioner Hall, YEA Commissioner Rankin, YEA Mayor Gover.

Mayor Gover seconded by Commissioner Hall moved to approve Council Decision Request 2011-1248, authorizing the Mayor to sign an agreement between the City of Mattoon and Community Unit School District #2 to reimburse the City for costs associated with the School Resource Officer and School Crossing Guards.

Mayor Gover opened the floor for discussion. Chief Branson noted the School District will pay 100% of the School Resource Officer for nine months of the year. Mayor Gover thanked the School District, and opened the floor for further comments or questions with no responders.

Mayor Gover declared the motion carried by the following vote: YEA Commissioner Becker, YEA Commissioner Ervin, YEA Commissioner Hall, YEA Commissioner Rankin, YEA Mayor Gover.

Commissioner Becker seconded by Commissioner Rankin moved to approve Council Decision Request 2011-1249, awarding the bids for the Progress Square Parking Lot Improvement Project as Bid Package 3AA Electrical to Pals Electric of Teutopolis in the amount of \$72,400.00, Bid Package 4AA Sidewalks & Curbs to Bartel's Construction of Mattoon in the amount of \$68,965.00, and Bid Package 4AB Pavement to Bartel's Construction of Mattoon in the amount of \$60,525.00.

Mayor Gover opened the floor for discussion. Director Barber explained in-house work on non-bid portions of the project, requested pouring of YMCA alleyway and Progress Square to reduce the price as well as the reduced site furnishings and fencing, and noted the completion date of January 15, 2012 and waiting on price from contractors for the alley project.

Mayor Gover declared the motion carried by the following vote: YEA Commissioner Becker, YEA Commissioner Ervin, YEA Commissioner Hall, YEA Commissioner Rankin, YEA Mayor Gover.

Commissioner Becker seconded by Commissioner Ervin moved to approve Council Decision Request 2011-1250, accepting the proposal from Upchurch Group in the amount of \$42,000.00 for the Design of Phase II of the South Side Drainage Project.

Mayor Gover opened the floor for discussion with no responders.

Mayor Gover declared the motion carried by the following vote: YEA Commissioner Becker, YEA Commissioner Ervin, YEA Commissioner Hall, YEA Commissioner Rankin, YEA Mayor Gover.

Commissioner Becker seconded by Commissioner Ervin moved to approve Council Decision Request 2011-1251, authorizing the purchase of a Tamden-Axle, Dumpbody Truck for Public Works in the amount of \$105,542.00 from Prairie International through the State of Illinois Joint Purchasing Program.

Mayor Gover opened the floor for questions or comments with no responders.

Mayor Gover declared the motion carried by the following vote: YEA Commissioner Becker, YEA Commissioner Ervin, YEA Commissioner Hall, YEA Commissioner Rankin, YEA Mayor Gover.

Commissioner Becker seconded by Commissioner Hall moved to approve Council Decision Request 2011-1252, awarding the bid of a Public Works Medium Duty Truck with dumpbed and salt spreader in the amount of \$54,932.56 to Dan Pilson Auto Center.

Mayor Gover opened the floor for discussion with no responders.

Mayor Gover declared the motion carried by the following vote: YEA Commissioner Becker, YEA Commissioner Ervin, YEA Commissioner Hall, YEA Commissioner Rankin, YEA Mayor Gover.

Commissioner Ervin seconded by Commissioner Hall moved to adopt Ordinance 2011-5325, approving the amendment of Chapter 35 of the municipal code to establish Section 35.60 and 35.65 providing the rules and regulations for Interfund Loans between the different funds for the City of Mattoon.

CITY OF MATTOON, ILLINOIS

ORDINANCE NO. 2011 - 5325

AN ORDINANCE ESTABLISHING THE RULES AND REGULATIONS FOR INTERFUND LOANS BETWEEN THE DIFFERENT FUNDS OF THE CITY OF MATTOON.

WHEREAS, the City of Mattoon financial system is organized on the basis of funds, each of which is considered a separate accounting entity. The operations of each fund are accounted for with a separate set of self-balancing accounts that comprise its assets, liabilities, fund balance/net assets, revenues and expenditures, or expenses, as appropriate; and,

WHEREAS, one of these funds is the Pooled Cash Fund, which accounts for part of the cash balance of some of the other City funds in a singular checking account which is then allocated back to each contributing fund through the use of "due from" and "due to" accounts; and,

WHEREAS, the City's revenues do not provide a steady income stream and the needs of the City are such that present operating expenses may require loans between various funds of the City and due to these conditions there are times when one fund will make a loan to another fund; and,

WHEREAS, the City Council wishes to provide an orderly process for such loans within the Pooled Cash Fund by authorizing the City Treasurer to manage such loan processes on a daily basis, without regard to the City Council's meeting schedule in order to minimize interest expense and to carefully tailor such loans and repayment to the revenue needs and expense obligations of the City; and,

WHEREAS, the City Council wished to provide for an orderly process of approval and documentation of other Interfund loans that do not involve the Pooled Cash Fund.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Mattoon as follows:

Section 1. Recitals. The facts and statements contained in the preamble to this Ordinance are found to be true and correct and are hereby adopted as part of this Ordinance.

Section 2. Enactment. Section 35.60 et. seq. of Chapter 35 of the Code of Ordinances of the City of Mattoon is hereby enacted as follows:

Interfund Loans

35.60 Interfund Loans within the Pooled Cash Fund

The City Treasurer is hereby authorized to administer an interfund loan program within the Pooled Cash Fund. The interfund loans administered under this section must relate to the cash contained in the Pooled Cash Fund. Any loan made under this section must be short-term in nature and the fund receiving the loan must have the foreseeable resources to pay the interfund loan back within a three month period. If the fund receiving the loan does not have the foreseeable resources to repay the loan within a three month period the interfund loan and/or a permanent transfer of funds must be approved by the City Council. The interfund loans within the Pooled Cash Fund must be balanced at the end of every fiscal quarter. Any loan greater than \$100,000 that is also outstanding for longer than 7 calendar days must be reported to the City Administrator and Finance Commissioner. Within the above guidelines, the City Treasurer shall make interfund loans within the Pooled Cash Funds as needed to keep the funds of the City solvent.

35.65 Other Interfund Loans

Interfund lending may be considered as an option to meet an immediate short-term financing need between funds. The loans shall be accounted for as a temporary borrowing and this method of short-term financing will only be used to meet immediate financing needs or temporary cash deficiencies. Any interfund loans not originating from within the Pooled Cash Fund shall be governed by the following guidelines;

(A) The City Council must, by ordinance or council decision request (CDR), approve all interfund loans. The ordinance or CDR shall contain the amount of the loan, the funds involved, the purpose of the loan, the source of funds for repayment, and provide in the authorization a planned schedule of repayment of the loan.

(B) The borrowing fund must anticipate sufficient revenues to be in a position over the period of the loan to make the specified principal and interest payments as required in the authorizing ordinance or resolution.

(C) The term of the loan cannot exceed five years.

Section 3. Publication. This ordinance shall be deemed published as of the day of its adoption and approval by the City Council. The Clerk is hereby directed to publish this Ordinance in pamphlet form.

Section 4. Effective Date. This ordinance shall be effective upon its approval as provided by law.

Upon motion by Commissioner Ervin, seconded by Commissioner Hall, adopted this 6th day of September, 2011, by a roll call vote, as follows:

AYES (Names): Commissioner Becker, Commissioner Ervin
Commissioner Hall, Commissioner Rankin

Mayor Gover

NAYS (Names): None

ABSENT (Names): None

Approved this 6th day of September, 2011.

/s/ Timothy D. Gover
Timothy D. Gover, Mayor
City of Mattoon, Coles County, Illinois

ATTEST:

APPROVED AS TO FORM:

/s/ Susan J. O'Brien
Susan J. O'Brien, City Clerk

/s/ J. Preston Owen
J. Preston Owen, City Attorney

Recorded in the Municipality's Records on September 6, 2011.

Mayor Gover opened the floor for discussion or comments. Attorney & Treasurer Owen explained the auditors' request for Council approval to make loans to other funds, noted this was common for cities with cash funds and outstanding loans of more than seven days required city administrator notification.

Mayor Gover declared the motion carried by the following vote: YEA Commissioner Becker, YEA Commissioner Ervin, YEA Commissioner Hall, YEA Commissioner Rankin, YEA Mayor Gover.

Commissioner Ervin seconded by Commissioner Becker moved to approve Council Decision Request 2011-1253, authorizing an interfund transfer from the South Route 45 Business District Fund to the South Route 45 TIF District Fund in the amount of \$68,643.94 to correct a deficit left in the South Route 45 TIF District Fund after the payment on the promissory note funding the redevelopment agreement on the old Sheraton hotel and an interfund loan from the I-57 East TIF District Fund to the I-57 East Business District Fund in the amount of \$1,269.40 to correct a deficit left in the I-57 East Business District Fund after the payment for the establishment of the district.

Mayor Gover opened the floor for discussion. Attorney & Treasurer Owen explained pooled cash issues, previous action corrected, and further explained the matter.

Mayor Gover declared the motion carried by the following vote: YEA Commissioner Becker, YEA Commissioner Ervin, YEA Commissioner Hall, YEA Commissioner Rankin, YEA Mayor Gover.

Commissioner Becker seconded by Commissioner Hall moved to approve Council Decision Request 2011-1254, awarding the Public Works Sewer Camera Bid in the amount of \$56,750 to EJ Equipment, Inc. of Granite City, Illinois.

Mayor Gover opened the floor for discussion with no responders.

Mayor Gover declared the motion carried by the following vote: YEA Commissioner Becker, YEA Commissioner Ervin, YEA Commissioner Hall, YEA Commissioner Rankin, YEA Mayor Gover.

Commissioner Becker seconded by Commissioner Rankin moved to adopt Special Ordinance 2011-1454, ratifying the three-year collective bargaining agreement between AFSCME and the City.

CITY OF MATTOON, ILLINOIS
SPECIAL ORDINANCE NO. 2011-1454

**AN ORDINANCE APPROVING A THREE YEAR CONTRACT RENEWAL OF THE COLLECTIVE
BARGAINING AGREEMENT WITH THE AFSCME, AFL-CIO, COUNCIL 31, LOCAL 3821**

BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF MATTOON, COLES COUNTY, ILLINOIS, as follows:

Section 1. The Council hereby approves a three year contract renewal to the "Collective Bargaining Agreement" dated May 1, 2011 with the American Federation of State, County and Municipal Employees, Local 3821, AFL-CIO, a copy of which is attached and incorporated by reference.

Section 2. This ordinance shall be deemed published as of the day of its adoption and approval by the City Council.

Section 3. This ordinance shall be effective upon its approval as provided by law.

Upon motion by Commissioner Becker, seconded by Commissioner Rankin, adopted this 6th day of September, 2011, by a roll call vote, as follows:

AYES (Names): Commissioner Becker, Commissioner Ervin,
Commissioner Hall, Commissioner Rankin,
Mayor Gover

NAYS (Names): None

ABSENT (Names): None

APPROVED this 6th day of September, 2011.

/s/ Tim Gover
Tim Gover, Mayor
City of Mattoon, Coles County, Illinois

ATTEST:
/s/ Susan J. O'Brien
Susan J. O'Brien, City Clerk

APPROVED AS TO FORM:
/s/ J. Preston Owen
J. Preston Owen, City Attorney

Recorded in the Municipality's Records on September 6, 2011.

Mayor Gover opened the floor for discussion or comments with no responders.

Mayor Gover declared the motion carried by the following vote: YEA Commissioner Becker, YEA Commissioner Ervin, YEA Commissioner Hall, YEA Commissioner Rankin, YEA Mayor Gover.

Commissioner Becker seconded by Commissioner Hall moved to approve Council Decision Request 2011-1255, rejecting all Public Works Backhoe bids; and authorizing the purchase of a Public Works Backhoe in the amount of \$66,161 from Birkey's Equipment through the State of Illinois Joint Purchasing Program.

Mayor Gover opened the floor for discussion with no responders.

Mayor Gover declared the motion carried by the following vote: YEA Commissioner Becker, YEA Commissioner Ervin, YEA Commissioner Hall, YEA Commissioner Rankin, YEA Mayor Gover.

Mayor Gover seconded by Commissioner Ervin moved to adopt Special Ordinance 2011-1455, granting a special use to allow the construction of an addition to a post-frame building within the mile and one half jurisdiction for storage of excavating and boring equipment located at 5961 Old State Road. Petitioner – Todd Gardner

CITY OF MATTOON, ILLINOIS
SPECIAL ORDINANCE NO. 2011-1455

AN ORDINANCE GRANTING A SPECIAL USE FOR THE CONSTRUCTION OF AN ADDITION TO A POST FRAME BUILDING WITHIN THE MILE AND ONE HALF JURISDICTION OF THE CITY OF MATTOON FOR THE USE OF STORING EXCAVATING AND BORING EQUIPMENT.

WHEREAS, Todd Gardner is the owner of the property commonly known as 5961 Old State Road (legal description attached hereto). Mr. Gardner has filed a Petition with the City Clerk's office of the City of Mattoon, requesting that said premises be granted a special use for the lawful right to construct an addition to the existing post frame building for farming purposes and storing of excavating and boring equipment.

WHEREAS, said premises is zoned RS, Rural Suburban District which does not allow agriculture and equipment storage uses unless a special use is granted; and

WHEREAS, the property is well suited for the construction of an addition to the post frame construction building for the use of equipment storage; and

WHEREAS, the Planning Commission held a public hearing for the City of Mattoon, Coles County, Illinois, and has recommended that the requested special use permit be granted; and

WHEREAS the City Council for the City of Mattoon, Coles County, Illinois, deems that it would be in the public interest to approve a special use permit to allow the construction of an addition to the post frame building for farming purposes and storing of excavating and boring equipment.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF MATTOON, COLES COUNTY, ILLINOIS, as follows:

Section 1. Pursuant to enabling authority provided at Section §159.05 of the Mattoon Code of Ordinances, the property legally described as aforesaid, be and the same is granted a special use permit for lawful right to construct an addition to the post frame building for farming purposes and storing of excavating and boring equipment with the following conditions.

- a. The use shall not require change, other than the proposed addition, in the character or exterior appearance of the principal structure;
- b. The special use shall not create a nuisance factor or otherwise interfere with neighbors' enjoyment of their property;
- c. The special use shall not have an adverse effect on the value of surrounding properties nor impede their proper development.
- d. The special use shall not have business hours before 5:00am nor after 8:00pm and shall not make or cause to make any loud or unusual noise as will disturb the peace and quiet of the surrounding neighborhood.
- e. The special use shall not have any outside storage other than licensed and operable vehicles and equipment trailers.
- f. The special use shall provide additional landscaping or screening compatible with the surrounding neighborhood. The landscaping and screening shall be surrounding the area used for parking vehicles and trailers.
- g. No signs are permitted other than architectural signs in accordance with 160.07 Residential Regulations, (C), (6) of the City of Mattoon Code of Ordinances.
- h. The duration of this special use permit shall be for five (5) years from the effective date of the special use with. An inspection and evaluation of the property shall be made annually or at such time any written complaints are filed.
- i. The special use permit may be renewed for a specific period at the discretion of the City Administrator provided no written complaints have been received during the use period. When complaints have been registered, the applicant will obtain renewal approval from the City Council.
- j. The special use permit is not transferable to another person or another parcel of land.

Section 2. This ordinance shall be deemed published as of the day of its adoption and approval by the City Council.

Section 3. This ordinance shall be effective upon its approval as provided by law.

Section 4. The City Clerk shall make and file a duly certified copy of this ordinance with the Clerk and Recorder's Office of Coles County, Illinois.

Upon motion by Mayor Gover, seconded by Commissioner Ervin, adopted this 6th day of September, 2011, by a roll call vote, as follows:

AYES (Names): Commissioner Becker, Commissioner Ervin.

Commissioner Hall, Commissioner Rankin,

Mayor Gover

NAYS (Names): None

ABSENT (Names): None

Approved this 6th day of September, 2011.

/s/ Tim Gover

Tim Gover, Mayor

City of Mattoon, Coles County, Illinois

ATTEST:

APPROVED AS TO FORM:

/s/ Susan J. O'Brien

Susan J. O'Brien, City Clerk

/s/ J. Preston Owen

J. Preston Owen, City Attorney

Recorded in the Municipality's Records on September 12, 2011.

Mayor Gover opened the floor for discussion. Council discussed with input from Coordinator Gill the landscaping or trees for providing a berm, special use conditions for property to the east, and non-transfer of the special use to future owners.

Mayor Gover declared the motion carried by the following vote: YEA Commissioner Becker, YEA Commissioner Ervin, YEA Commissioner Hall, YEA Commissioner Rankin, YEA Mayor Gover.

DEPARTMENT REPORTS:

CITY ADMINISTRATOR – was on vacation.

ATTORNEY & TREASURER – updated the Council on the audit. Mayor Gover opened the floor for questions with no responders.

CITY CLERK – noted business as usual and review of FSA agreement. Mayor Gover opened the floor for questions with no responders.

PUBLIC WORKS – noted the implementation of the oil and chip program, commended the public works staff for their efforts, preparation of Lawson Park for the new playground equipment provided in part by the Kiwanis, preparation of sanitary sewer in the Progress Square alley, and completion of YMCA alley pavement. Council's inquiries were answered by Director Barber.

COMMUNITY DEVELOPMENT – noted new construction and remodels, and more emphasis on nuisances next week. Council inquired as to status on previous meeting inquiries with Coordinator Gill responding. Mayor Gover opened the floor for additional questions with no responders.

FIRE – Commissioner Hall updated the Council on the Fire Dept. in the absence of Chief Nichols by noting the attendance of the school district's emergency operation plans meeting, State-wide drills next year effecting ten agencies, fire drills at schools, YMCA tours by each shift, and ambulance coverage at MHS football game. Mayor Gover noted the ambulance assistance in Charleston today.

POLICE – updated the Council on activity in the Police Department by preparing the vest specifications, seizing Spartan Equipment Company trailer, preparing a priority calls report for next month, and issuing nuisance citations. Commissioner Becker inquired as to the City's police participation in the Interstate patrols with Chief Branson responding as a monthly patrol on other routes as well. Mayor Gover opened the floor for questions with no responders.

COMMENTS BY THE COUNCIL

Commissioners Becker, Hall, and Rankin had no further comments. Commissioner Ervin led discussion on the Lawson Park tennis courts usage for pickleball activities and the distracting striping, and requested consideration for other areas for pickelball options.

Mayor Gover opened the floor for public questions of the Council or management staff. Mrs. Record thanked the Council for the Depot lease and their support in the Depot renovation.

Commissioner Hall seconded by Commissioner Rankin moved to adjourn at 7:21 p.m.

Mayor Gover declared the motion carried by the following vote: YEA Commissioner Becker, YEA Commissioner Ervin, YEA Commissioner Hall, YEA Commissioner Rankin, YEA Mayor Gover.

/s/ Susan J. O'Brien
City Clerk